Bengaluru Metropolitan Region Development Authority,

Bengaluru-560052

REQUEST FOR PROPOSAL (RFP) DOCUMENT

for

Scanning and Digitalization of All Records and Files at BMRDA

BMRDA Office

No.1 Ali Askar Road,
Bengaluru, Karnataka - 560052

https://bmrda.karnataka.gov.in
Telephone Number – 080-22090200
Email ID – mc.bmrda@ka.gov.in

Bengaluru Metropolitan Region Development Authority,

Office of BMRDA, No.1 Ali Askar Road, Bengaluru, Karnataka-560052

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E-TENDER NOTIFICATION

Two cover system

(Through electronic tendering mode only)

The Bengaluru Metropolitan Region Development Authority (BMRDA) oversees a significant repository of critical documents essential for planning, governance, and efficient administration across its jurisdiction, which includes Bengaluru Urban, Bengaluru Rural, and Ramanagara districts. To streamline document management and ensure secure preservation, BMRDA has initiated a project to digitalize all physical records and files from its Administrative, Technical and Accounts sections.

The digitalization initiative involves records from multiple sections and topics, including township planning, layout approvals, legal cases, property documents, and financial management. These records, categorized into technical, administrative, and accounts sections, will be digitalized to enhance accessibility, improve operational efficiency, and safeguard against physical deterioration. The project will follow a two-bid system, wherein technical expertise is evaluated before financial bids are considered. By undertaking this initiative, BMRDA aims to modernize its record-keeping processes, enabling seamless access to information and supporting effective decision-making.The scope of this project extends to records from BMRDA

By digitizing these records, BMRDA aims to safeguard its critical documents, ensure faster retrieval, and improve service delivery, aligning with its commitment to progressive and efficient governance.

Further details can be obtained from the website – The last date for the submission of the proposal is 02-04-2025 until 5.30 PM.

Name of Work	Scanning and Digitalization of All Records and Files at BMRDA & its LPA's
Tender Reference	BMRDA/TEND/04/2024-25
Date from which Bid document is ready for download through E-Procurement Portal of Government of Karnataka	14/03/2025
Last date and time for uploading of tender in e-Procurement platform	02/04/2025 at 5.30 PM
Time and date of opening of tenders: Technical Bid & Technical Evaluation	03/04/2025 at 5.30 PM
Time and date of opening of tenders: Financial Bid	15/04/2025
Contact Person for queries	Shri. Maruthi Prasanna B V, Additional Metropolitan Commissioner, BMRDA

Place of Opening of Tenders and Address for communication	Office of BMRDA, No.1 Ali Askar Road, Bengaluru, Karnataka - 560052
Earnest Money Deposit (EMD)	2.5% of Total Bid Value

Sd/-

Metropolitan Commissioner, BMRDA Bengaluru

Copy submitted to:-

1. Metropolitan Commissioner BMRDA
2. Metropolitan Planner And Director BMRDA
3. Additional Metropolitan Commissioner BMRDA
4. Joint Director, BMRDA
5. Joint metropolitan commissioner BMRDA.
6. Account Officer BMRDA.
7. System Admin BMRDA
8. Notice board & Office Copy.

1. SCOPE OF WORK

The project aims to digitalize documents from various categories, including township planning, layouts, zoning amendments, property records, financial files, and grievance redressal systems, ensuring enhanced data security, easy retrieval, and operational efficiency. High-resolution scanning at a minimum of 600 DPI will be performed for various document sizes, with OCR (Optical Character Recognition) enabled for searchable records. Indexing and metadata creation will include up to 30 fields per document to ensure systematic categorization and efficient retrieval. All digitalized files will be delivered in standardized formats like searchable PDF, TIFF, or JPEG, ready for integration into BMRDA's e-office system and DMS software. DMS software is integrated with E-office. The process will include stringent quality checks, secure handling of sensitive records, and compliance with confidentiality agreements through NDAs. Weekly progress reports and timely delivery of milestones will ensure the project's adherence to its objectives.

1. Catalog and categorize records from Technical, Administrative and Accounts section files based on priority and subject.
2. Scan and digitalize documents at 600 DPI, supporting various sizes, including A4, A3, Legal Sheets, A2 and A1.
3. Enable OCR for creating searchable records and deliver files in standardized formats (PDF, TIFF, JPEG).
4. The process of metadata can automatically capture through artificial intelligence based software. Below mentioned table, metadata can capture from request letter, cover letter, approval letter or related letter.

Perform detailed indexing with up to 30 metadata fields for efficient categorization and retrieval.

Sl No	**Description**	**Information**
1	Planning Authority Name	BMRDA
2	Layout unique ID	(To be generated using GIS)
3	Layout Name (if available)	
4	Developer Name	
5	Year of layout approval	
6	Approval Status	Provisional/Final
7	Layout Type	Commercial/Residential/Industrial
8	Layout Plan Type	Subdivision plots/Single Plot/Development Plan
9	RERA Registration details	
10	Approval details	

	a.	Provisional layout approval order No.
	b.	Provisional layout approval plan copy
	c.	First release order along with details of sites
	d.	Final layout approval plan copy (last modified copy)
	e.	CLU order (if applicable)
	f.	DC Conversion order
	g.	Year of provisional approval date
	h.	Year of final approval date
	i.	CA Site details with measurements (Nos also)
	j.	Parks details with measurements (Nos also)
	k.	any other details/orders which is important
	l.	Total Measurement of site layout
11	Revenue details	
	a.	Survey No:
	b.	Village:
	c.	Hobli:
	d.	Taluk:
	e.	District:

5. Establish on-site scanning workstations and deploy trained personnel to handle sensitive or fragile documents.
6. Conduct multi-level quality checks to ensure clarity, accuracy, and alignment with metadata. Authorized software are used for cleaning lines and dots etc.
7. Authorized software based artificial intelligence used for automatically capture metadata.
8. Secure all digitalized data with robust encryption and access controls, adhering to confidentiality agreements.
9. Provide weekly progress reports to ensure transparency and adherence to project deadlines.
10. Deliver final digitalized data integrated with BMRDA's digital repository, including E-office supporting formats.
11. Once the data is delivered, if BMRDA decides to accumulate or port data to any other software, skilled man power should be deployed to BMRDA office to execute the said work as well and sort out any other issues.

12. The Service Provider shall make necessary and prompt arrangement for alternative staff in case the staff engaged proceeds on leave.
13. The staff shall be regarded on the rolls of the Service Provider and shall not have any claim for continuation in BMRDA and Service Provider shall be liable to comply with all the requirement of laws.
14. In the event of default on part of the Service Provider to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another Service Provider / Firm at the risk and cost of the defaulting Service Provider / Firm.
15. The employees of the Service Provider shall diligently follow the instruction of senior officers and authorities under whom they are posted from time to time and will ensure service deliverables as required by them.
16. The Workforce of the agency may be working at office hours in working days and can be extended provided any BMRDA officials or at offices.
17. It will be the liability of the agency for any loss or damages caused by the employees of the Service Provider out of their actions, default or negligence.
18. If any person found suspicious or non-working, in assessment of a BMRDA Commissioner the service provider should remove the employee and depute other.
19. BMRDA and the Commissioner shall have the right to instruct the Service Provider to remove any person engaged for rendering services on account of unauthorized absence, misconduct, non-co-operation unfit otherwise.
20. The final arbitrator for any issue arising between the service provider and BMRDA shall be the Commissioner of BMRDA and any appeal on the orders of the Commissioner shall lie with the Administrator BMRDA.
21. DMS software is integrated with E-office. DMS software includes cloud storage. E-office related API will give to tenderer. Developer should use API to integrate with DMS software.
22. DMS software maintenance service will carried out by tenderer up to 10 years. Service Certificate Will Give by Tenderer, before final payment.
23. Cover digitalization efforts across BMRDA headquarters and associated Local Planning Authorities. Same REP will share to All LPA's. Same condition apply to all LPA's.
24. It is mandatory to follow the time schedule and complete the work within the listed period, without any changes in the rate of charges.

Event	**Delivery Deadlines**
Work order to the bid winner service provider	T1
Project understanding and document categorization	T1 + 7 days
Setting up of scanning center and resource deployment	T2 = T1 + 7 days
Scanning activities start and completion	T3 = T2 + 45 days
Indexing, Meta fields and Digitalization activity completion	T4 = T2 + 80 days
Quality check (alongside scanning and digitalization)	T5 = T4 + 10 days

25 As per the document inventory, approximately **14000 files and 15,00,000** pages are estimated for scanning and digitalization. Any additional records found during the process must be included at the same agreed-upon rates within the stipulated time.
26 Time is critical for this project. The deliverables outlined above must strictly adhere to the given deadlines.
27 A Non-Disclosure Agreement (NDA) is mandatory. No documents should be leaked nor shared to any of the individual or Departments. If found legal action will be initiated against the agency.
28 Quality checks will be performed by the respective section heads and approved by the BMRDA authorities. E-office related Quality checks will carried by System Admin of BMRDA. Payments will be processed after the pass of quality checks and validation.
29 The service provider must raise invoices for services rendered, which must be certified by the respective Sections/LPA's as per the payment schedule specified in the RFP.
30 The BMRDA commissioner reserves the right to terminate the contract if adequate staff and resources are not provided. The service provider must comply with all legal and regulatory requirements.
31 Employees engaged in the project must be between 18 and 55 years old, and their performance must meet the expectations of the BMRDA.
32 The service provider must be deposit minimum 10 employee on Duty/Daily.
33 This RFP shall govern the complete execution and implementation of the scanning and digitalization project.

2. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

The original Proposal (i.e., Technical Proposal and Financial Proposal) shall be prepared and submitted in the e-procurement platform. The bidder shall digitally sign and submit the proposal electronically through the unified e-procurement platform: https://kppp.karnataka.gov.in.

The completed Technical and Financial Proposal must be submitted electronically in the e-procurement platform on or before the due date for bid submission specified in the e-procurement platform. The BMRDA Bengaluru or the Centre for e-Governance (e-Governance Department, Govt of Karnataka) will not be responsible for technical glitches in the desktop and internet connectivity services used by the bidder and bidders are advised to bid in due advance rather than postponing their bid submissions to the last moments.

3. Eligibility Criteria

The Tenderer must meet the following eligibility criteria:

1. The Tenderer should be a Proprietorship, Company, Partnership Firm, or Limited Liability Partnership Firm duly registered under relevant laws and operational for at least 5

years as of 15th January 2025. Proof must be provided through a Certificate of Incorporation, GST registration, or other relevant documents.

2. The Tenderer must have successfully executed the Scanning and Digitalization Projects for records and files in any government departments, BDA, BBMP, CMC offices, or similar public entities, with a total billed value of not less than ₹40 lacs in the last five years (2019–2024). Submission of work orders as proof is mandatory.
3. The Tenderer should have an average financial turnover of not less than ₹1 Crore over the last three financial years (2021–22, 2022–23, and 2023–24). Documentary evidence in the form of audited financial statements or a turnover certificate from a Chartered Accountant is required.
4. The Tenderer must have a Registered or Branch Office in BDA region. Personnel proposed for deployment must be proficient in Kannada. Registered office document must submit.
5. The Tenderer should be ISO 9001:2015 Quality Management Certified.
6. The Tenderer must have the following statutory registrations.
    - Registration under GST.
    - Registration under Professional Tax.
    - Udyam Registration for MSME, if applicable.
    - Registration under the Shops and Commercial Establishments Act, 1961
    - Registration under Employees State Insurance Act, 1948.
    - Registration with the Department of Labour.
7. The Tenderer must not be insolvent, in receivership, bankrupt, or being wound up. Additionally, the Tenderer must not have its affairs administered by a court, have business activities suspended, or be subject to legal proceedings for such reasons.
8. The Tenderer must have a metadata can automatically capture through artificial intelligence based software. Authorized software licence must attach.
9. The Tenderer must have a clarity, accuracy and alignment checker. Authorized software are used for cleaning lines and dots etc. Authorized software licence must attach.
10. The Tenderer must possess the requisite equipment to execute the project immediately. This includes owning at least 45 (A2-A4) Scanners of requisite quality and capacity, with proof of ownership (invoices and equipment IDs) required for technical evaluation.
11. BMRDA Bengaluru will conduct an evaluation to assess the Tenderer's digitalization process, including the inspection of existing equipment, operational capacity, and overall readiness for the project. Obtaining the Certificate of Capability Assessment from BMRDA Bengaluru is a mandatory requirement, and it is mandatory to upload this certificate along with the bid document on the e-Procurement portal.

4. Evaluation of Technical Bid

1. In the first stage, BMRDA Bengaluru shall evaluate the Technical Bid based on the Applicant's submission of technical bid forms, annual turnover and years of experience in the relevant field of work, specifically with the specified turnover and experience requirements.
2. Only the Bidders who satisfy the Technical Evaluation Criteria as outlined in the Eligibility Criteria shall be deemed technically qualified.

3. The decision of the Tender Scrutiny Committee shall be final with regard to the technical evaluation. However, an appeal under the Karnataka Transparency in Public Procurements (KTPP) Act 1999 can be made to the Metropolitan Commissioner, BMRDA Bengaluru .
4. The Financial Bid of only the technically qualified bidders shall be opened for further evaluation.

5. Bid Submission Timelines

The timelines for bid submission and evaluation will follow the schedule provided in the Tender Schedule of this RFP and will be published in the e-Procurement system at https://kppp.karnataka.gov.in.

6. Place of Delivery

The place of delivery and completion of the work will be the respective sections in BMRDA Bengaluru office as specified in the scope of work.

7. Validity of Quotation

The quotation submitted by the bidder must remain valid for a period of 90 days (3 months) from the date of submission.

8. Payment Schedule

Payments to the successful bidder will be made in accordance with the milestones achieved, as described below, and subject to the following conditions:

- Payments will be based on the completion of work.
- Payment for an activity will only be processed upon its satisfactory completion, as per the RFP, and after a successful quality check (QC) of the scanned documents for each section.
- Payments will be made based on actual output or work done upon receiving completion certificates and other supporting documents from the prescribed authority of the respective section(Payment as per work completion)

9. Evaluation of Financial Bid

i) The financial bids of only the technically qualified bidders who meet the prescribed Eligibility Criteria shall be opened in eProcurement Portal of Govt of Karnataka.
ii) The financial bids shall be unqualified and unconditional.
iii) The financial bid must be as per the format prescribed for the Financial Bid,
iv) The technically qualified Bidder who bids the lowest evaluated cost or price shall be declared the Lowest Bidder (L1) shall be eligible for award of the tender as per the terms & conditions of the RFP.
v) If two or more Bidders bid the same amount and there is a tie, the bidder with more average turnover in the last three financial years shall be considered as the Lowest Bidder and the bid winner. In case even that is equal, then the L1 bidder among such tied bidders shall be

decided by random draw of lots. The name that is picked in the random draw of lots in such a situation of a tie among the bidders, shall be declared as the Lowest Bidder or L1.

10. Negotiations

i) Negotiations, if necessary, will be held at the BMRDA Bengaluru Office. The aim is to reach agreement on all points and sign a contract.
ii) If for any reasons, rates quoted in the tender seem to be higher than the expectations, BMRDA Bengaluru reserves the right to negotiate with lowest bidder regarding price, terms and conditions in the best interest of the BMRDA and its decision is final.

11. Award of Contract

i) The Bid Winner shall be issued a Letter of Intent (LoI) and will be given 7 days' time from the date of receipt of LoI to accept the same.
ii) In case, letter of consent accepting the offer is not received within the aforementioned period of 7 days, the LoI may be withdrawn.
iii) Contract / Agreement shall be entered with Bid Winner defining the terms governing the scope of work and other terms and conditions with BMRDA Bengaluru for a period of completion of services within seven (7) days from the date of issue of Letter of Consent along with payment of Security Deposit and shall be issued a work order within 5 (five) days of execution of such Agreement.
iv) If the Bid Winner fails to enter into the agreement, BMRDA Bengaluru reserves the right to initiate action against the bidder by forfeiting the EMD, including blacklisting the bidder.

12. CONFIDENTIALITY

i) Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the tenderers who submitted the proposals or to other persons not officially concerned with the process, until the winning contract has been notified that it has been awarded the contract.
ii) BMRDA Bengaluru shall treat all Bids and other documents, information and solutions submitted by tenderers as confidential, and shall take all reasonable precautions that all those who have access to such material, treat this in confidence. BMRDA Bengaluru will not divulge any such information unless it is ordered to do so by any authority which has the power to require its release.
iii) During this period, the tenderer shall not disclose or utilize any such documents, information without the written approval of BMRDA Bengaluru or as required by law or any governmental authority.
iv) BMRDA Bengaluru and each tenderer shall ensure that their representatives or any third party to whom for the tender document was required to be divulged for the preparation of tender or for evaluation, as the case may be, such tenderers or third party maintains the confidentiality of the tender document and the evaluation.
v) Any information relating to examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers

or any other person not officially concerned with the tender process until the award to the successful tenderer has been communicated.

13. RIGHT TO REJECT ANY OR ALL BIDS

Notwithstanding anything contained in this RFP, BMRDA Bengaluru reserves the right to reject any proposal and to annul or suspend the bidding process and reject all proposals without assigning any reason thereof at any time prior to the issuance of Letter of Intent (LOI) without incurring any liability or consequences or any obligation to inform the affected tenderers of the grounds for rejection.

14. Bid Processing Fee

Each bidder shall pay bid processing fee through any of the e-Payment options only:

1. National Electronic Funds Transfer (NEFT)
2. RTGS

Please note that payments submitted through cheque or demand draft shall not be accepted. For further details regarding e-payment, please refer to the e-Procurement website https://kppp.karnataka.gov.in.

15.Earnest Money Deposit (EMD)

The Bidder shall pay the Earnest Money Deposit of 2.5% total BID value. in the eProcurement Portal as provided therein. This is a mandatory condition for qualifying in the technical evaluation of the tender.

16. Forfeiture of EMD

The EMD of the tenderer will be forfeited including blacklisting of the company, if:

i) If the tenderer withdraws his tender or varies any terms & conditions, without the consent during the period of Tender validity specified by the tenderer; or
ii) If the tenderer indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s).
iii) If the tenderer does not accept the correction of its tender price pursuant to identification of arithmetic errors noticed by the tendering authority during the financial bid opening or,
iv) If the Bid Winner having been notified of the acceptance of its tender during the period of tender validity refuses to accept / execute the order or fails to enter into contract agreement when required; or,
v) In case the Bid Winner fails within the specified time limit to furnish the required Performance Security.

17. Security Deposit / Bank Guarantee

i) Within 7 days of receipt of the Letter of Intent, the Successful tenderer shall deposit an amount equivalent to 5% of the value of contract work order as Security deposit (SD) along with the letter of consent.
ii) The EMD of the successful bidder may be converted as Security Deposit if feasible.
iii) The full Security Deposit amount shall be paid / deposited in the form of DD or through RTGS/NEFT or in the form of unconditional and irrevocable Bank Guarantee in favour of BMRDA Bengaluru before signing of the agreement.
iv) In case of breach of contract, Security Deposit shall be forfeited.
v) In case of violations of any Act, policies of enforcing agencies of Government or litigation, or if BMRDA Bengaluru is held liable to pay any claim for losses, damages, etc., on account of negligence, deficiency in skill or care in the performance of duties by Contractor, the expenses incurred for rectifying such violations or incurred in payment against such claims and for such litigation, will be recovered from Contractor directly or from bills payable or in any other manner, including forfeiture of Security Deposit.
vi) The Security deposit will be held by the company until one year after the completion of the work, and the same would be refundable to the contractor only after adjusting the amounts that may be due to the company from the contractor.
vii) In case of violations of any Act, breach of contract, violation of law noticed by enforcing agencies or litigation, the expenses incurred for rectifying such irregularities, inter-alia will be deducted from the running bills available with BMRDA Bengaluru including forfeiture of Security deposit.
viii) Security Deposit shall not carry any interest.

18. Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the Bid Winner or BMRDA Bengaluru as the case may be which they could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the contract, such as:

i) Natural phenomena such as flood, draught, cyclone, earthquake, pandemic, epidemics and declaration of war.
ii) Acts of any Government, including but not limited to war, declared or undeclared priorities, quantities, embargoes providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
iii) The Bid Winner will advise, in the event of his having resort to this Clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.
iv) In the event of the delay lasting over three (3) months, if arising out of Force Majeure, the contract may be terminated at the discretion of BMRDA Bengaluru .
v) For delay arising out of Force Majeure, the Bid Winner shall have extension of time to the duration period comes under force majeure. Bid Winner shall not be eligible for extra costs

iv) In the event of the delay lasting over three (3) months, if arising out of Force Majeure, the contract may be terminated at the discretion of BMRDA Bengaluru .

v) For delay arising out of Force Majeure, the Bid Winner shall have extension of time to the duration period comes under force majeure. Bid Winner shall not be eligible for extra costs like increase in rates, re-mobilization, advance idle charges for labour and machinery etc. for extension period.

vi) If any of the Force Majeure conditions exists in the place of operation of the Bid Winner even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

vii) The Bid Winner or the BMRDA Bengaluru shall not be liable for delay in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given through such cause may occur after Bid Winner's performance of his obligations has been delayed for other causes.

19.Discretion

i) BMRDA Bengaluru reserves the right of rejection of all or any of the tenders without assigning any reason thereof.

ii) BMRDA Bengaluru reserves the right to cancel the tender even after acceptance in case of any violation of the terms and conditions or for any reasons.

20.Technical Bid format:

The bidder shall confirm that the product quoted by the bidder shall be in conformance with the conditions specified and fill up the format as per this RFP and submit as part of the technical bid. Any bid without proper technical documents and duly filled in the format shall be rejected as non- responsive and technically disqualified.

21.Commercial Bid Format:

Bidders shall quote all-inclusive prices (i.e. price inclusive of taxes and all other expenses) for each record and page as perthe format for Commercial Bids. This price shall be inputted by bidders directly in e-Procurement portal. Additionally, the financial bid break-up, as per prescribed format, shall be available with the Bidder which shall be used to know the break-up at the time of financial evaluation of the bids.

Sd/-

Metropolitan Commissioner, BMRDA Bengaluru

Annexure-1:

CONTRACT AGREEMENT FORM

THIS AGREEMENT made this ___ day of ___, 2025, between the Commissioner of BMRDA Bengaluru (hereinafter referred to as "the Purchaser") of the one part, and _____*[Name of Agency]*, located at _____*[Agency Address]* (hereinafter referred to as "the Agency") of the second part.

WHEREAS the Purchaser has tendered the work of scanning and digitizing of all files and records issued via Tender No. _____, dated _____, and has accepted a tender by the Agency for the same, as per the terms and conditions of the RFP and the Karnataka Transparency in Public Procurement (KTPP) Act, 1999 and Rules thereunder, at the rate and price specified below (hereinafter referred to as "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Words and expressions in this Agreement shall have the same meaning as assigned to them in the RFP.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
   a) The tender or RFP document.
   b) The price schedule submitted by the tenderer.
   c) The requirements, deliverables, and timelines stated in the RFP.
   d) The general conditions of the contract in the RFP.
   e) The special conditions of the contract in the RFP.
   f) The Purchaser's Notification of Award and Letter of Intent (LoI).
3. The Agency shall deliver the goods and services specified in this Agreement and the RFP and remedy any defects in conformity with the provisions of the contract and the RFP.
4. The Purchaser covenants to pay the Agency, in consideration of the provision of goods and services and the remedying of defects, the Contract Price or such other sum as may become payable under the provisions of the contract, as prescribed in the RFP. In brief, the payment terms are: Payment will be made section-wise after successful completion of scanning and quality checks (QC).
5. The detailed deliverables, responsibilities, and liabilities of the Agency shall be as stated in the RFP and shall form an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and year first above written.

Signed, Sealed, and Delivered by the Purchaser: Name: _____ Designation: _____ Metropolitan Commissioner, BMRDA Bengaluru in the presence of _____	Signed, Sealed, and Delivered by the Agency: Name: _____ Designation: _____ [Name of Agency] In the presence of:_____

Annexure-2

COMMERCIAL BID FORMAT:

Sl. No.	**Product Name**	**Quantity (A)**	**Rates to be quoted by the bidder In Rs. (B)**	**Total amount quoted by the bidder In Rs (C=A*B)**	**GST (D)**	**TOTAL AMOUNT In Rs (E=C+D)**
a)	Scanning of A0,A1 and A2 Pages (With Optical Character Recognition and PDF/TIFF/JPEG format)	45000				
b)	Scanning of A4/A3/Legal Pages (With Optical Character Recognition and PDF/TIFF/JPEG format)	1450000				
c)	Pre-Scanning Process- Page Numbering, Tagging and file segregation	1500000				
d)	Post Scanning image process, image enhancement & image cleaning outside the content, removing dots, line, black edges.	1500000				
e)	Metadata Creation/Indexing Per Record/ File (Up to 30 Meta Fields) (Limited to 0-30 characters in each field)	14000				
f)	DMS Software with cloud storage					

Annexure-3:
Letter for the Tender
(To be uploaded on the letterhead of the Tenderer)

To
The Metropolitan Commissioner
BMRDA Bengaluru
No.1 Ali Askar Road
Bengaluru, Karnataka - 560052

Sub: Tender for execution of Scanning & Digitalization of Property Records of BMRDA Bengaluru
Ref: Tender No. _____[Insert Tender Number], dated _____[Insert Date]

Sir,

1. With reference to your Tender document No. _____, dated _____, I/We, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the work of Scanning & Digitalization of Property Records at the BMRDA Bengaluru office, in conformity with the said Tender Documents. The Tender is unconditional and unqualified.
2. We undertake, if our Tender is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the RFP.
3. I/We certify that all information provided in this Tender and accompanying documents is true and correct to the best of my/our knowledge and belief.

4. I/We acknowledge the right of the Purchaser to reject our Tender without assigning any reason and hereby waive, to the fullest extent permitted by law, our right to challenge the same.
5. I/We declare that we satisfy the eligibility criteria and have not been debarred by any public authority or entity from participating in public procurement.
6. In the event of being declared as the Successful Tenderer, I/We agree to enter into a contract in accordance with the draft provided in the RFP without requesting changes.
7. I/We shall furnish the required Performance Security Deposit within 7 days of receiving the Letter of Intent (LOI) as per the RFP requirements.
8. I/We confirm that if declared the successful bidder, we will secure GST registration in the state of Karnataka within one month of receiving the LOI or before any payment is released.
9. I/We declare that we are fully compliant with all applicable laws and regulatory requirements and have submitted all supporting documents as per Appendix A and B.
10. I/We offer an Earnest Money Deposit of 2.5% of Total Bid value and undertake to keep this offer valid for 90 days from the last date of Tender submission.
11. I/We understand that the Purchaser is not bound to accept the lowest or any Tender it may receive.
12. I/We agree to be bound by this Tender, if successful, under the terms set forth in the Tender document and RFP.

Yours faithfully,
Date: _____
Place: _____

Signature of the Authorized Signatory
Name & Designation of the Signatory: _____
Seal of Tenderer/Agency: _____
Contact Phone and Email: _____

Annexure-4:

Financial Capacity of the Tenderer

(To be uploaded on the letterhead of the Tenderer)

To

The Metropolitan Commissioner
BMRDA Bengaluru
No.1 Ali Askar Road
Bengaluru, Karnataka - 560052

Sub: Financial Capacity of the Tenderer
Ref: Tender No. [Insert Tender Number], dated [Insert Date]

Dear Sir,

We/I provide below the financial details of our Proprietorship, Company/Partnership Firm/LLP with Registration Number _____, registered under _____, and holding GST Number _____.

Turnover Details (in ₹):

Financial Year	Turnover in ₹
Financial Year [2023-2024]	
Financial Year [2022-2023]	
Financial Year [2021-2022]	
Average Annual Turnover (3 Years)	

Declaration

I/We certify that the above financial details are accurate and have been extracted from our audited financial statements. Supporting documents and certification from our Statutory

Auditor are attached herewith to validate the financial capacity as required under the Tender document.

Instructions:

1. Financial capacity details are certified by our Statutory Auditor as per the prescribed format.
2. Annual Turnover is calculated as "Annual Income" as reflected in the audited financial statements.
3. Supporting documentary proofs for the financial capacity, along with a Certificate from the Statutory Auditor, are enclosed.

Date:
Place:
Signature of the Authorized Signatory:
Name:
Designation:
Seal of the Company/Agency: _____

Annexure-5:

Technical Capacity of the Tenderer

(Format for Performance Statement for the Last Three Years)

Orders placed by (Full Address of Purchaser)	Order No. and Date	Description of Goods/Services Ordered	Quantity of Goods/Services Ordered	Value of Order (₹)	Date of Completion of Delivery	Remarks Indicating Reasons for Late Delivery, If Any	Has the Goods/Equipment Been Satisfactorily Functioning? (Attach Certificate)

General Instructions:

1. The experience cited in the above table must comply with the qualification criteria specified in the relevant clause of the RFP.
2. Supporting documentary proofs must be submitted to validate the technical capacity as specified in the RFP.
3. If the Tenderer is registered outside India:
    - For conversion of US Dollars to Indian Rupees, use the exchange rate prevailing on the date of issue of the Tender Document.
    - For currencies other than US Dollars, convert the amount to US Dollars first (using the exchange rate on the date of issue of the Tender Document) and then to Indian

Rupees. Use the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Declaration
I/We confirm that all the information submitted is true to the best of our knowledge and belief, and all relevant details and supporting documents have been duly provided herein.

Date:
Place:
Signature of the Authorized Signatory:
Name:
Designation:
Seal of Tenderer/Agency: _____
Contact Email: _____
Address: _____
Mobile: _____

Annexure-6:
Statement of Legal Capacity
(To be provided on the letterhead of the Tenderer)

Date:

To
The Metropolitan Commissioner
BMRDA Bengaluru
No.1 Ali Askar Road
Bengaluru, Karnataka - 560052

Sub: Tender for execution of Scanning & Digitalization of Property Records of BMRDA Bengaluru
Ref: Tender No. [Insert Tender Number], dated [Insert Date]

Sir,
We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document. We have agreed that _____[Insert Individual's Name] will act as our representative and has been duly authorized to submit the Tender Document on our behalf. Further, the authorized signatory is vested with requisite powers to furnish such a letter and authenticate the same.

Thanking you,

Yours faithfully,
Signature: _____
Name: _____
Designation: _____
For and on behalf of [Insert Name of Company/Agency]: _____

Annexure-7:
Power of Attorney for Signing of Tender (if applicable)
(To be submitted on 200 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms _____(Name), son/daughter/wife of_____ and presently residing at_____, who is [presently employed with us and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our "Tender for Procurement of Goods and related services for_____", proposed by the [Name of the Purchaser](the "Purchaser") including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenderer's and other conferences and providing information/responses to the Purchaser, representing us in all matters before the Purchaser, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Tender, and generally dealing with the Purchaser in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the Contract with the Purchaser.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by

our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,_____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS_____
DAY OF_____, 2024.

For_____(Signature)
(Name, Title and Address)
Witnesses:
Accepted
[Notarised] (Signature)
(Name, Title and Address of the Attorney)

Annexure-8:
Earnest Money Deposit
Bank Guarantee for EMD (If Applicable)

1. In consideration of you, the Metropolitan Commissioner, BMRDA Bengaluru , having its office at Corporation Circle, Bengaluru – 560 002, (hereinafter referred to as the "Purchaser", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of ……(registered under the_____,) and having its registered office at ……(hereinafter referred to as the "Tenderer" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for (hereinafter referred to as "the Services") pursuant to the Tender Document No dated issued in respect of the Service and other related documents including without limitation the draft Contract (hereinafter collectively referred to as "Tender Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"),
at the request of the Tenderer, do hereby in terms of the said Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Purchaser an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference

to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.

2. Any such written demand made by the Purchaser stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Purchaser is disputed by the Tenderer or not, merely on the first demand from the Purchaser stating that the amount claimed is due to the Purchaser by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Tender or for such extended period as may be mutually agreed between the Purchaser and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Purchaser that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Purchaser and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Purchaser.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Purchaser shall be entitled to treat the Bank as the principal debtor. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Tenderer or to postpone for

any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Purchaser, and the Bank shall not be released from its liability under these presents by any exercise by the Purchaser of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Tenderer or by any change in the constitution of the Purchaser or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Purchaser to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Purchaser may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Purchaser serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the last date for submission of Proposal)].
Signed and Delivered by_____Bank

By the hand of Mr./Ms. ……., its_____and authorised official.
(Signature of the Authorised Signatory) (Official Seal)

Annexure-9:

EMD Declaration

(To be submitted on the letterhead of the tenderer)

To
The Metropolitan Commissioner
BMRDA Bengaluru
No.1 Ali Askar Road
Bengaluru, Karnataka - 560052

Sub: Tender for execution of Scanning & Digitalization of all files and records in BMRDA Bengaluru
Ref: Tender No _____ dated _____of BMRDA Bengaluru on above subject

Sir,

I hereby submit a declaration that the Tender submitted by the undersigned, on behalf of the Tenderer_____(Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the Tenderer_____(Name of the Tenderer), also accept the fact that in case the Tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in the case the contract is awarded to us or we fail to submit a Performance Security and additional performance security, if any, before the deadline fixed in the Request for Proposal, then_____(Name of the Tenderer) will be debarred for participation in the Selection process for the procurement of this Procurement Entity/Purchaser for a period of one year from the date of default.

Place:
Signature of the Authorized Signatory,
Date:
Name,
Designation & Official email & mobile

Annexure-10:
Instruction on E-Tendering

1. The Tendering process for this Tender Document will be completed online through the Karnataka Public Procurement Portal.
2. The Tender document can be downloaded free of cost from the Karnataka Public Procurement Portal.
3. The Tenderer must register with his/her Digital Signature Certificate (DSC) in the Karnataka Public Procurement Portal and subsequently he/she will be allowed to carry out his/her Tender submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Tenderer should first log on to the Karnataka Public Procurement Portal using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
4. For successful registration of DSC on Karnataka Public Procurement Portal https://kppp.karnataka.gov.in the Tenderer must ensure that he/she possesses Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website https://kppp.karnataka.gov.in is presently accepting DSCs issued by these authorities only. The Tenderer can obtain the User Login ID and perform the DSC registration exercise even before the e-Tender submission date starts.
5. The Tenderer shall be required to use his/her own Digital Signature while uploading Tender. The Tenderer shall be required to upload the Tender using its Digital Signature only. Failure

to comply or usage of the Digital signature of another firm shall be liable for rejection of the Tender.

6. Tenders must be submitted to the Purchaser through the Karnataka Public Procurement Portal by the last date and time for submission of Tenders.
7. Two Tender Document System procedures shall be followed, wherein the Tenderer is required to submit a Technical Tender and a Financial Tender. The First electronic document, i.e., the Technical Tender, will be opened first, and the Second electronic document, i.e., the Financial Tender, will be opened only if the Technical Tender submitted by the Tenderer is found to be qualified in accordance with the terms of this Tender Document.
8. The Tenderer must upload all the required documents electronically in the Karnataka Public Procurement portal in the prescribed format except the Financial Tender Submission (Financial Tender/Contract Price) in the prescribed format only on the Karnataka Public Procurement Portal.
9. It is suggested that the files to be uploaded should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the Karnataka Public Procurement Portal https://kppp.karnataka.gov.in. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 70 MB size.
10. Along with the Tenders, the stipulated Tender processing fees and EMD/ EMD Declaration must be submitted as mentioned in Karnataka Public Procurement Portal.
11. Any queries relating to the process of online Tender submission or queries relating to the Karnataka Public Procurement Portal in general may obtained from the KPPP Helpdesk.
12. Regarding submission, the server time (which is displayed on the Tenderer dashboard) will be considered as the standard time for referencing the deadlines for submission of the Tenders by the Tenderer, opening of Tenders etc. The Tenderer should follow this time during Tender submission.
13. Upon the successful and timely submission of Tenders (i.e. after Clicking "Freeze Tender Submission" in the portal), the Karnataka Public Procurement Portal will give a successful Tender submission message & a Tender summary will be displayed with Tender no. and the date & time of submission of the Tender with all other relevant details.
14. The Tender summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for the Technical Tender opening meetings.
15. All the documents being submitted by the Tenderer would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Tender opening. The confidentiality of the tenders is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Tender Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to

asymmetric encryption using buyers/tenders openers' public keys. Overall, the uploaded Tender Documents become readable only after the Tender Opening by the authorized Tender openers.

16. At any time after the uploading of the Tender Documents and prior to the deadline for submission of Tenders, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Authority shall form part of the original Tender Document. The Authority's response to any queries of the Tenderer post pre-bid meeting will be published in Karnataka Public Procurement Portal.
17. The Tenderer must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the Karnataka Public Procurement Portal.
18. The Tenderer shall settle clarifications and disputes if any, regarding the Karnataka Public Procurement Portal directly with Karnataka Public Procurement Portal helpdesk. In case of conflict between provisions of the Karnataka Public Procurement Portal with the Tender Document, provisions of the Karnataka Public Procurement Portal shall prevail.
19. The Tenderer shall be responsible to see the Karnataka Public Procurement Portal till last date of submission of Tender for any clarification/amendment which shall be part of the tender document.

GENERAL CONDITIONS OF THE CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms, whenever used in this Contract, have the following meanings:

1. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
2. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
3. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
4. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
5. "GC" means these General Conditions of Contract;
6. "Government" means the Government of Karnataka;
7. "Local currency" means Indian Rupees;
8. "Parties" means the BMRDA Bengaluru and the AGENCY and "Party" means either of the Parties;

9. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
10. "Services" means the work to be performed by the Agency pursuant to this Contract as described in Appendix A;
11. “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by Government of Karnataka;
12. “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Agency’s Team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
13. The “AGENCY” or “Service Provider” or “Firm” means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the AGENCY's successors,
    representatives (approved by the Metropolitan Commissioner, BMRDA Bengaluru), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
14. “Agency’s Representative” means the person or the persons appointed by the AGENCY from time to time to act on its behalf for overall co-ordination, supervision and project management.
15. “Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer-generated micro fiche.
16. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;
17. “Agency Team” means the successful Agency who has to provide services to the Municipal Commissioner, BMRDA Bengaluru under the scope of this Tender/ Contract. This definition shall also include any and/or all of the employees of Agency, their authorized agents and representatives and approved Sub Implementation Agencies or other personnel employed or engaged either directly or indirectly (Indirectly means subcontractors or OEM’s) by the AGENCY for the purposes of the Contract.
18. “Performance Guarantee” shall mean the guarantee provided by a Nationalized Bank in favour of Municipal Commissioner, BMRDA Bengaluru for an amount specified in the RFP

19. “Service” means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as provisioning of technical assistance and other such obligations of the AGENCY covered under the Contract;
20. “Tender Inviting Authority” means the another officer authorized by Metropolitan Commissioner, BMRDA Bengaluru, who has the authority for release of the RFP, receipt of proposals and all matters related to the bidding process
21. “Tender Accepting Authority” means the Municipal Commissioner, BMRDA Bengaluru or any other designated officer who has the authority to accept the successful bid.
22. “Tender Scrutiny Committee” means the technical committee appointed by the Tender Accepting Authority for scrutiny and evaluation of all responses submitted by the potential Service Providers for the RFP.

1.2 Interpretations

In this Contract unless a contrary intention is evident:
The clause headings are for convenient reference only and do not form part of this Contract;

1. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
2. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
3. A word in the singular includes the plural and a word in the plural includes the singular;
4. A word importing a gender includes any other gender;
5. A reference to a person includes a partnership and a body corporate;
6. A reference to legislation includes legislation repealing, replacing or amending that legislation;

Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings. In the event of any inconsistency the terms of contract should be as per the tender, bid and subsequent commitments agreed to by the Agency during the bid process, in terms of Scope of work & commercials. Further, in case of any inconsistency between the GCC and the RFP terms and conditions given in pages 1 to 34, the RFP shall prevail.

1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Notices

Service of notices A Notice must be:

In writing, in English, and signed by a person duly authorized by the sender; and Hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender. Effective on receipt

A Notice given takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received: If hand delivered, on delivery;

If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);

If sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 6.00 pm on a Business Day, the Notice is taken to be received at 10.00 am on the next Business Day.

1.6 Location

The Services shall be performed at the respective BMRDA Bengaluru Offices.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SC.

1.8 Insurance

In connection with the provision of the services, the Service Provider must have and maintained: For the contract period, valid and enforceable insurance policies for; public liability; either professional indemnity or errors and omissions; workers compensation as required by the law.

1.9 Taxes and Duties

The Service Provider shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.10 Payment for services

1. Subject to Clause 1.10.2, Client shall pay a fee to Firm for the Services at those rates specified in the relevant Order (the "Fee"). Firm will invoice Client on completion of the month where payment is due in respect of the Fee. The Fee shall be inclusive of all taxes which shall be payable by Client in accordance with Clause 1.9 <taxes>.
2. Payment will be made within thirty (30) working days of the receipt of invoice along with supporting documents for satisfactory compliance to the Service Levels, by the Client subject to penalties. The penalties are to be imposed on the Firm as per the SLA criteria specified in the SLA

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other date as may be stated in the SC.

2.2 Commencement of Services

The Firm shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.8, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

1. Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay, or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.
2. The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of

Force Majeure.

3. In the event the Force Majeure substantially prevents, hinders, or delays the Agency's performance of Services necessary for the project's implementation or the operation of the Project's critical business functions for a period in excess of 3 days, the BMRDA Bengaluru may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of the BMRDA Bengaluru, the Agency shall resume normal activities under this agreement immediately. If the BMRDA Bengaluru considers it necessary, may grant an extension of time to the Agency for resuming normal activities under this agreement. If the Agency does not resume normal activities immediately or within the extended period, if any, granted by the BMRDA Bengaluru, the BMRDA Bengaluru will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of Agency and/or terminate this Agreement.
4. Notwithstanding the terms of this Article, the failure on the part of the Agency terms under the RFP to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

2.6 Measures to be taken:

a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either: Demobilize, or Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to dispute resolution clause
f) When the situation arising out of Force Majeure comes to an end in the assessment of the Purchaser, the supplier shall resume normal activities under this agreement immediately. If the Purchaser considers it necessary, may grant an extension of time to the supplier for resuming normal activities under this agreement. If the supplier does not resume normal activities immediately or within the extended period, if, any, granted

by the purchaser, the Purchaser will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of the Agency and / or terminate this Agreement.

g) Notwithstanding the terms of this Article, the failure on the part of the Supplier terms under the RFP to implement any disaster contingency planning, insurance coverage and back up and other data safeguards in accordance with the terms of the RFP or this agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

h) In the event that the event of Force Majeure persists for a period for a 30 business days or more and whichever party's performance is affected by the event of Force Majeure, either party shall be entitled to terminate the relevant Order under this Agreement unilaterally without liability to the other in respect of termination. Upon such termination, Client shall pay Agency for all Service rendered and expenses incurred by Personnel up to and including the date of termination. In the event of such termination, Client acknowledges that the Services will be work in progress and may not be in a finished state.

2.7 Suspension:

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Firm fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure with in a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.8 Performance Guarantee:

The selected Service Provider will be required to provide a Performance Guarantee of 5% of Annual Cost in the name of Municipal Commissioner, BMRDA Bengaluru issued by a Nationalized Bank with a claim period of additional 90 days.

2.9 Termination

2.9.1 By the BMRDA Bengaluru

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Firm to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.1 and sixty (60) days' in the case of the event referred to in (e):

a) if the Firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing; the BMRDA Bengaluru will have the option to invoke the performance guarantee.

b) if the (or any of their Members) become insolvent or bankrupt; this will lead to immediate termination without any further payments.
c) if, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than Thirty (30) days; or
d) if the Firm, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; this will lead to immediate termination without any further payments.
e) For the purpose of this clause:
f) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
g) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial non- competitive levels and to deprive GOK of the benefits of free and open competition.
h) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Firm

The Firm may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.8.2:

a) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Firm that such payment is overdue.
b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Firm may have subsequently approved in writing) following the receipt by the Client of the Firm's notice specifying such breach;
c) if, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than Thirty (30) days.

2.10 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.8, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

1. such rights and obligations as may have accrued on the date of termination or expiration;
2. the obligation of confidentiality set forth in Clause GC 3.3 hereof;
3. the Firm's obligations to permit inspection, copying and auditing of their accounts and

records set forth in Clause 7.6 hereof; and

4. any right which a Party may have under the Applicable Law.

2.11 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.8.1 or Clauses GC 2.8.2 hereof, the shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.5 and GC 3.6.

2.12 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.8.1 or Clauses GC 2.8.2 hereof, the Client shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Firm to the Client)): remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

3. Obligations of the Firm

3.1 General

The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Service Provider or Third Parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions Discounts, etc.

The remuneration of the Service Provider pursuant to Clause GC 6 hereof shall constitute the Firm's sole remuneration in connection with this Contract or the Services and the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder.

3.2.2 Procurement Rules of Funding Agencies

If the Firm, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Service Provider shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such

responsibility in the best interest of the Client.

3.2.3 Prohibition of Conflicting Activities

The Service Provider shall not engage, either directly or indirectly, in any of the following activities:

a) During the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and
b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Firm shall not, either during the term or afterward, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. The Agency shall enter into a Non-Disclosure Agreement with the Centre for e-Governance.

3.4 Reporting Obligations

Weekly status reports need to be sent by the Agency working under this project to the Metropolitan Commissioner, BMRDA Bengaluru , or any other authority assigned by the Metropolitan Commissioner, BMRDA Bengaluru , indicating detailed activity done over the past week, Activity planned for the next period, Issues foreseen, etc. In addition, the Service Provider shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers, and within the time periods set forth in the said Appendix.

3.5 Documents Prepared by the Agency to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

3.6 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Service Provider by the Client or purchased by the Service Provider with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

4. Obligations of the Client

4.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall: issue to officials, agents and representatives of the Government all such

instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

4.2 Services, Facilities and Property of the Client

The Client shall make available to the Agency, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix C at the times and in the manner specified in said Appendix C, provided that if such services, facilities and property shall not be made available to the Service Provider as and when so specified, the Parties shall agree on

i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services,
ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources hereinafter.

4.3 Payment

In consideration of the Services performed by the Firm under this Contract, the Client shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

5. Payments to the Service Provider

5.1 Cost Estimates

a. An estimate of the cost of the Services payable in local currency is set forth in the RFP.

5.2 Remuneration/Payment

The monthly remuneration payable to the Firm is set forth in RFP. The all-inclusive price quoted by the Firm in e-Procurement system will be divided by 60 and the part amount will be paid to the Firm on a monthly basis. The submission of weekly progress reports for all weeks in a month and its review by a committee is a pre- requisite for processing payment for that particular month.

5.3 Currency of Payment

All payments shall be made in Indian Rupees

6. Settlement of Disputes

Reconciliation Process

If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings.

Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

6.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

6.2 Dispute Settlement

If any dispute arises between the BMRDA Bengaluru and the Agency in connection with, or arising out of, the agreement or RFP or the execution of the Project; the matter in dispute which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall, in the first place, be referred to the Metropolitan Commissioner, BMRDA Bengaluru . Either party may refer a dispute to the Metropolitan Commissioner, BMRDA Bengaluru), who shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the Municipal Commissioner, BMRDA Bengaluru to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, Metropolitan Commissioner, BMRDA Bengaluru 's decision will be final and binding.

In case either party is not satisfied with the decision of the Metropolitan Commissioner, BMRDA Bengaluru , they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30-day notice period.

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with its rules.

Arbitration proceedings shall be held in Ramanagara and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

6.3 Limitation of Liability Clause

Except in case of gross negligence or wilful misconduct:

1. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
2. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the contract value provided, however, this limitation shall not apply to any liability for damages arising from (a) wilful misconduct or (b) indemnification against third party claims for infringement (c) or tortuous liability arising out of misconduct or negligence or (d) death
3. The BMRDA Bengaluru shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

4. Liability arising out of any legal conditions shall survive the term (i.e. termination / expiry) of the contract.

Indemnity Clause

The Agency (the "Indemnifying Party") undertakes to indemnify the BMRDA Bengaluru , (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs. The indemnities set out shall be subject to the following conditions:

1. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
2. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
3. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
4. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

All settlements of claims subject to indemnification under this Article will:

5. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
6. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
7. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
8. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to

the claims to which such indemnification relates;

9. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

6.4 Third-Party Claims

Compliance with Client requirements

1. The Service Provider must, and must ensure that its subcontractors and Personnel comply with:
2. All relevant security and other requirements specified in the Client's Information Security Policy, if the same has been made aware by the Client;
3. Any other security procedures or requirements notified, in writing, by the Client to the Service Provider. The Service Provider must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

Security clearance

4. The Client may, from time to time, notify the Service Provider of the level of security or access clearance applicable to the Service Provider's subcontractors or Personnel, and the date from which, or the period during which, that clearance will be effective and the Service Provider must comply with and ensure its subcontractors and Personnel act in accordance with that notice.

Removal of Client Data: The Service Provider must not, and must ensure that its subcontractors and Personnel do not:

5. Remove Client Data or allow Client Data to be removed from the Client's premises; or
6. Take Client Data or allow Client Data to be taken outside of India, without the Client's prior written consent.

6.5 Audit and Access

1) Right to conduct audits
   a) The Client or a representative may conduct audits relevant to the performance of the Agency's obligations under this Contract. Audits may be conducted of:
   b) the Agency's operational practices and procedures as they relate to this Contract, including security procedures;
   c) the accuracy of the Agency's invoices and reports in relation to the provision of the Services under this Contract;
   d) the Agency's compliance with its confidentiality, privacy and security obligations under this Contract;

e) material (including books and records) in the possession of the Agency relevant to the Services or Contract; and
f) any other matters determined by the Client to be relevant to the Services or Contract.

2) Access by Client
   a) The Client may, at reasonable times and on giving reasonable notice to the Service Provider: access the premises of the Service Provider to the extent relevant to the performance of this Contract; require the provision by the Service Provider, its employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Client by use of the Client's existing computer hardware and software; inspect and copy documentation, books and records, however stored, in the custody or under the control of the Service Provider, its employees, agents or subcontractors; and require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the BMRDA Bengaluru), any request for information directed to the Client, and any inquiry conducted by Parliament or any Parliamentary committee.
   b) The Service Provider must provide access to its computer hardware and software to the extent necessary for the Client to exercise its rights under this clause, and provide the Client with any reasonable assistance requested by the Client to use that hardware and software provided that any proprietary information including confidential information like profit margins, overheads and other such confidential information about its employees, sub-contractors, organization would not be made available.
3) Conduct of audit and access

The Client must use reasonable endeavours to ensure that:
   a) audits performed pursuant to the above clause; and
   b) the exercise of the general rights granted by above clause by the Client, do not unreasonably delay or disrupt in any material respect the Service Provider's performance of its obligations under the Contract.
4) Costs
   a) Except as set out in clause 2 above, each party must bear its own costs of any reviews and/or audits.
5) Comptroller and Auditor-General of India
   a) The rights of the Client under the above clause apply equally to the Comptroller and Auditor-General of India or a delegate, for the purpose of performing the statutory functions or powers.
   b) Agency to comply with Comptroller and Auditor-General of India's requirements
   c) The Agency must do all things necessary to comply with the Comptroller and Auditor-General of India's or his or her delegate's requirements, notified under above clause, provided such requirements are legally enforceable and within the power of the Comptroller and Auditor-General of India, or his or her respective delegate.
6) No reduction in responsibility

a) The requirement for, and participation in, audits does not in any way reduce the Agency's responsibility to perform its obligations in accordance with the Contract.

7) Subcontractor requirements
   a) The Agency must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this clause.
8) No restriction
   a) Nothing in this Contract reduces limits or restricts in any way any function, power, right or entitlement of the Comptroller and Auditor-General of India or a delegate. The rights of the Client under this Contract are in addition to any other power, right or entitlement of the Comptroller and Auditor-General of India or a delegate.
9) Survival
   a) This clause applies for the Contract Period or till the termination or expiry of this Contract.

6.5 Provision of Services

1) Service obligations
   a) The Agency must supply the Services:
   b) with due skill and care and to the best of the Agency's knowledge and experience;
   c) in accordance with the Performance Criteria;
   d) in accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in the Contract Details;
   e) using the Specified Personnel (if any);
   f) in accordance with all applicable Laws;
   g) in accordance with any reasonable directions in relation to the Services given by the Client from time to time;
   h) so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
   i) Otherwise in accordance with the provisions of this Contract.
2) Agency warranties
   a) The Digitisation Service Provider represents and warrants that:
   b) it has the right to enter into this Contract;
   c) it has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
   d) it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
   e) the Services will be complete, accurate and free from material faults; and
   f) it will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the Client's systems or any Deliverables any Harmful Code.
3) Access to Client's premises
   a) The Client will cooperate with the Digitisation Service Provider by providing access to its premises and facilities as reasonably necessary to enable the Digitisation Service

Provider to provide the Services.

4) Conduct at Client's premises
   a) The Service Provider must, if using or accessing the Client's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.

6.6 Exit Management

1) The Agency shall provide The BMRDA Bengaluru with a recommended exit management plan ("Exit Management Plan"), which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management, SLA and scope of work.
   a) A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
   b) Plans for communication with such of the Agency's staff, suppliers, customers, and any related third party as are necessary to avoid any material detrimental impact on BMRDA Bengaluru 's operations as a result of undertaking the transfer; and
   c) Plans for the provision of contingent support to the BMRDA Bengaluru or its nominated agencies, and Replacement Agency for a reasonable period
   d) after transfer for the purposes of providing service for replacing the Services.
   e) Exit Management Plan shall be presented by the Agency to and approved by the BMRDA Bengaluru
   f) In the event of termination or expiry of the contract, the Agency shall comply with the Exit Management Plan.
   g) During the exit management period, the Agency shall use its best efforts to deliver the services.
   h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
   i) This Exit Management plan shall be furnished in writing to the BMRDA Bengaluru within 30 days from the date of signing of the contract.
   j) During the exit management period, the Agency will allow the BMRDA Bengaluru access to information reasonably required, defining the current mode of operation associated with the provision of the services to enable the BMRDA Bengaluru to assess the existing services being delivered.
   k) The Agency shall provide all such information as may reasonably be necessary to effect a seamless handover as practicable in the circumstances to the BMRDA Bengaluru / replacement Agency, which the Agency has in its possession or control at any time during the exit management period.
   l) All information (including but not limited to documents, records, and agreements) in

digital and/ or paper form relating to the services reasonably necessary to enable the BMRDA Bengaluru and its nominated replacement agencies to carry out due diligence in order to transition the provision of the Services to the BMRDA Bengaluru or its nominated replacement agencies, (as the case may be) must be maintained by the Agency from commencement of the project services.

6.7 Intellectual Property Rights

The BMRDA Bengaluru shall own the copyright in all original written material including programs, listings and other documentation originated and prepared for the BMRDA Bengaluru by agency pursuant to this Agreement. All the IPR as a result of this engagement shall vest with the BMRDA Bengaluru .

1) Third-Party Material
   a) The Service Provider must obtain all necessary copy right and other Intellectual Property Right permissions before making any third party Material available as Auxiliary Material for the purpose of this contract
2) IPR Warranty
   The Agency warrants that:
   a) the Warranted Materials and the Client's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
   b) it has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause.
3) Remedy for breach of warranty
   a) If someone claims, or the Client reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights the Agency must, in addition to the indemnity and to any other rights that the Client may have against it, promptly, at the Agency's expense:
   b) use its best efforts to secure the rights for the Client to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
   c) Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

6.8 Confidentiality clauses

The roles involve handling sensitive data and access to projects and other documents, wherein privacy and security concerns are paramount. Hence, the agency shall provide an NDA as prescribed by the BMRDA Bengaluru . The Agency, in turn, shall sign the NDA with the resources deployed, a copy of which the BMRDA Bengaluru may seek.

6.7 Risk Purchase:

The BMRDA Bengaluru , at its option, will be entitled to terminate the contract and to get the services elsewhere at the risk and cost of the Service Provider, either the whole of the Services

or any part which the Service Provider has failed to deliver the services within the time stipulated. The Service Provider shall be liable for any loss (difference in rates quoted by the successful Service Provider and that procured by the BMRDA Bengaluru) which the BMRDA Bengaluru may sustain by reason of such risk purchases.

7. Special conditions of the contract

Notice will be deemed to be effective as follows:

a) in the case of personal delivery or registered mail, on delivery;
b) in the case of telexes, 24 hours following confirmed transmission;
c) in the case of telegrams, 24 hours following confirmed transmission; and
d) in the case of facsimiles, 24 hours following confirmed transmission.]

The Authorized Representatives are:

For the Client: Metropolitan Commissioner, BMRDA Bengaluru . For the Firm:_____

The Firm shall pay the taxes, duties, fees, levies, and other impositions levied under the existing, amended, or enacted laws during the life of this contract, and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1) The effectiveness of contract shall be on the date…
   a) The time period shall be [Note: Fill in the time period, e.g., 24 months] or such other time period as the parties may agree in writing.]
   b) The Firm shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
   c) The ceiling amount of contract is: Rs._____
   d) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).

2) General terms and conditions of Payment Schedule
   a) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. The performance evaluation and SLA of the Service Provider will be done as per SLA criteria defined in the RFP.
   b) The Service Provider shall obtain sign-off for each milestone completed from the BMRDA Bengaluru and raise an invoice as per the payment terms specified in the RFP.
   c) Eligible Payments against the invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of the invoice.
   d) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the BMRDA Bengaluru, any work done or supply made or service rendered by the Service Provider is deficient in any manner in comparison to the prescribed standards, BMRDA Bengaluru shall be at liberty to withhold whole or a reasonable portion of the payments due to the Service Provider, till such service is made confirming to the prescribed standards. These powers to withhold

payments shall be without prejudice to any other power/right of the BMRDA Bengaluru under this contract.

e) All payments under this Contract shall be made to the account of the Service Provider.
f) The payment to the Service Provider shall be processed as per the terms of payment specified in the RFP and corrigendum to the RFP.

7.1 Payment Schedule

The Service Provider's payment shall be made per the payment terms specified in the RFP, corrigendum to the RFP, and clarifications issued by the BMRDA Bengaluru.